INVITATION TO BID	AR OF	BID	S WILL BE PUBLICLY	OPENED:
STATE OF LOUISIANA		AF	PR 19, 2010	02:00 PM
LA DEPT OF PUBLIC SAFETY & CORRECT HQ-PURCHASING	THE REAL PROPERTY.	PUR	CHASING AGENCY NO. :	400PUR
====> VENDOR NO. : SOLICITATION : 2239200				
FILE NO. : OPENING DATE : 04/19/10		SEE	NO. 8 BELOW. RE	TURN BID TO
VENDOR NAME AND ADDRESS	7	2239	9200 04/19/10	U2:UU PIVI
		PUR P.O. 504	PURCHASING ICHASING/CORRECTIONS BOX 94304 MAYFLOWER STREET ON ROUGE, LA 70804-930	04
	_	DATE	ER PHONE : (22 E ISSUED : 04 AGENCY : 40	ACIE HENDERSON 25) 342-6583 1/12/10 12000 FOLD HERE>
FILL IN VENDOR NUMBER (FEIN), NAI ADDRESS ABOVE, BEFORE SUBMITT		J. ISIS F VEND FISC/ CLAS SCHE SCHE	REQ. NO. : 13 DOR PHONE : AL YEAR : 10 S/SUBCLASS : 72 EDULED BEGIN DATE : 00	12-R85258 132058 1 1523
FIBER SPLICER & CLEAVER: LSP RODEO		•		
TO BE COM 1. PLEASE REMOVE FROM THIS COMMODITY CODE. 2. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECI 3. % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIF LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTR. BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. BID BOND ATTACHED, CERTIFIED CHECK ATTACH 5. BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RES	RTY (30) DAYS. T WILL NOT BE RACTS, CASH DE	R. CASH DISCOUNTS FOR CONSIDERED IN SECOUNTS WILL BE A OTHER, IF REQUIF	CCEPTED AND TAKEN	
INSTRUCTION	IONS TO BIDDE	RS		
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SP 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTION: INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MAD INVOICE OR DELIVERY, WHICHEVER IS LATER.	IS, ERASURES	OR OTHER FORMS OF	IDS CONTAINING "PAYMENT IN A	FOLD HERE>
AMOUNT OF BID BOND REQUIRED:	0		OF BID.	ZES WITH
THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SF 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE ST PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDAR	PECIAL ENVELO	OPE IF FURNISHED FO SIANA INCLUDING BU	OR THAT PURPOSE. T NOT LIMITED TO L.R.S. 39:1551-	-1736;
IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITH BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID I	HOUT COLLUSION	ON OR FRAUD. THIS I	BID IS TO BE MANUALLY SIGNED	IN INK
VENDOR PHONE NUMBER: T. FAX NUMBER:	TTLE		DATE	
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		NAME OF BIDDE (TYPED OR PRIN		

STANDARD TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2239200 OPEN DATE: 04/19/10 T-NUMBER : 02:00 PM	BIDDER:	PAGE 2

11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NΔ

NA

13. BID FORMS.

ALL WRITTEN BIDS. UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

LINESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SQLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

SPECIAL TERMS & CONDITIONS		DITIONS	INVITATION TO BID		
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	A PR	EFERENC	CE MAY BE ALL	NCE WITH LOUISIANA REVISED STATUTES 39:1595, OWED FOR PRODUCTS MANUFACTURED, PRODUCED, LOUISIANA OF EQUAL QUALITY.	
				RENCE? YES	
				LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, MBLED:	
	•			S REQUIRED, INCLUDE ON SEPARATE SHEET.) BUSINESS WORKFORCE? YES NO	
				HAT AT LEAST FIFTY PERCENT (50%) OF YOUR FORCE IS COMPRISED OF LOUISIANA RESIDENTS?	
	FAIL		SPECIFY ABOV	E INFORMATION MAY CAUSE ELIMINATION FROM ES SHALL NOT APPLY TO SERVICE CONTRACTS.	
	SERV STAT	ICES, R EWIDE D	ESERVES THE DELIVERY FROM	T OF PUBLIC SAFETY AND CORRECTIONS, CORRECTIONS RIGHT TO REPURCHASE THE ABOVE ITEM(S) FOR THE DATE OF THE ORIGINAL PURCHASE ORDER, AT AND CONDITIONS SHOWN FOR A PERIOD OF:	
		3 MC	NTHS		
		6 MC	NTHS		
		9 MC	NTHS		
		1 YE	ZAR		
	VEND		IITIALS IN ON	E REPURCHASE OPTIONS IS INDICATED BY E OF THE SPACES ABOVE. PLEASE INITIAL	
	THE IS L RECT	TIME SP ATE OR IONS RE	PECIFIED ON T UNSATISFACTO SERVES THE R	MAKE DELIVERY OR COMPLETE THE SERVICE WITHIN HIS PURCHASE ORDER, OR IF THE DELIVERY/SERVICE RY, THE DEPARTMENT OF PUBLIC SAFETY AND CORIGHT TO CANCEL AND PURCHASE ELSEWHERE, CHARGING OF THE VENDOR ON THE ORIGINAL PURCHASE ORDER.	
	BIDD SELF FORM	ERS WIL -ADDRES ATION.	L BE NOTIFIE SED STAMPED VENDORS MAY	ACCORDANCE WITH L.A.C. 34: I.535, UNSUCCESSFUL D OF THE AWARD PROVIDED THAT THEY SUBMIT A ENVELOPE OR EMAIL ADDRESS REQUESTING THIS IN- ALSO VIEW AWARD INFORMATION ONLINE AT: IANA.GOV/OSP/LAPAC/PUBMAIN.ASP	

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	C SAFETY RESERVES THE RIGHT TO AWARD THE ABOVE CD, OR ON AN ALL OR NONE BASIS, AND TO REJECT VAIVE ANY INFORMALITIES.				

6 IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.

FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

BIDDER: QUANTITY FROM/TO	UNIT	UNIT PRICE	PAGE 6 EXTENDED TOTAL
	UNIT	UNIT PRICE	EXTENDED TOTAL
1	EACH		
	1	1 EACH	1 EACH

PRICE S	HEET	INVITATION	ON TO BI	ID		
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	TOTAL
	*AUTOMATIC COMPENSATION FOR ENVIRONMENTAL INFLUENCES *SPLICE TRAY HOLDER *WORK LAMP/SPLICE AREA ILLUMINATION *PROGRAMS FOR STANDARD AND SPECIALTY FILTERS *TYPICAL BATTERY LIFE WITH HEAT-SHRINK OVEN: 200 *TYPICAL TOTAL SPLICE CYCLE TIME (SPLICE TIME PLUS OVEN): 31 SEC *SPLICE LOSS DATA STORAGE: 10,000 *MONITOR: COLOR QVGA TRANSREFLECTIVE LCD 3.5 IN SCREEN, 100 X MAGNIFICATION, WITH AUTOMATIC ADJUSTMENTS FOR DIFFERENT AMBIENT LIGHTING CONDITIONS *APPROX DIMENSIONS (L X W X H): 185 X 140 X 155 MM *APPROX WEIGHT (WITH BATTERY): 2.2 KG *TO BE USED ON CORNING BRAND FIBER OPTIC CABLE BRAND/MODEL: CORNING OPTISPLICE ONE OS1-OSM-T-H, OR EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE)					